

## **Limited-Access ECF Registration**

### **Part II. Terms and Agreement**

I have *read* all of the following paragraphs and *agree* to the terms as stated below:

1. I will employ the Electronic Case File (ECF) System for cases filed in the United States Bankruptcy Court for the Southern District of New York (the “Court”). I understand that the account assigned to me provides limited access to the ECF System for the purpose of filing electronically certain claims-related documents and/or affidavits of service.

2. I understand that the use of my account constitutes my signature on the document being submitted. I will not allow others to use my account and agree to protect and secure the confidentiality of the information unique to my account such as login and password. Therefore, if I have reason to believe that my account has been compromised, it is my responsibility to immediately notify the court in writing. Additionally, I understand that I have a duty to notify the Court at the earliest opportunity in the event that I accidentally obtain greater access than the limited-access password permits. Moreover, it is also my responsibility to immediately inform the court of any change in my contact information such as, but not limited to, address, telephone, fax or e-mail address.

3. I understand that the issuance of an account to me constitutes a waiver of conventional service pursuant to the Court’s General Order pertaining to electronic case filing. Where applicable, I agree to accept a Notice of Electronic Filing by hand, facsimile, first class mail or authorized e-mail in lieu of conventional service. Moreover, where applicable, I will endeavor to use the automatic e-mail notification feature of the ECF System wherever feasible.

4. In compliance with the Court’s General Order pertaining to electronic case filing, I understand that if documents being submitted electronically have lengthy exhibits, the filing of

relevant excerpts of the exhibits is preferred and permitted without prejudice to my right to file additional excerpts or the complete exhibit with the court at any time.

5. I will meet all hardware and software requirements adopted by the Court for system use. I understand that the *current* minimum requirements for filing documents are: **Internet access**, an **Internet Browser**, and **Adobe PDF writer software** [to convert documents from word processing format (such as Word or WordPerfect) to portable document format (PDF)]. To file a document not in electronic format, I understand that a **document scanner** may be needed to scan and convert to PDF any such documents. [CM/ECF has been tested and works correctly with Firefox 3.5 and Internet Explorer 7 or higher.]

6. I will promptly pay all filing fees– in accordance with 28 U.S.C. §1930 and/or any other applicable provisions– via the Internet or by submission to the Clerk’s office.

7. I will comply with *all* of the following: a) relevant statutory provisions and procedural rules, including those procedural rules promulgated nationally and those promulgated by this Court; and b) the Court’s General Orders. Furthermore, I will use, where appropriate, a) the Official Forms, b) the Director’s Procedural Forms and c) any local forms adopted by this Court. If I am a purchaser or seller of claims and will be using my ECF account to file **claims transfers** and related documents, I understand that this duty to comply encompasses, but is *not* limited to, Federal Rule of Bankruptcy Procedure 3001(e) and Director’s Procedural Form B210.

**8. I understand that the Clerk’s office has the right to terminate any account at any time in the event of any misuse of the account, or for any other reason.**

9. *This paragraph does not apply to those who are self-employed.* I understand that my supervisor will contact the Court in writing to terminate my ECF account in the event that I am

Objection to PROPOSED CLAIMS TO BE DISALLOWED AND EXPUNGED,

no longer employed by my current employer. I understand that I may seek to obtain a *new* account when my duties with a new employer warrant an ECF account. Additionally, I understand that my supervisor's signature is required on this application, as indicated below.

**Signature of Supervisor of Applicant or Authorized Officer**

I, Sam Whitehead , am the partner or authorized officer of his finances. I affirm that the applicant seeks an account. I understand that it is my responsibility to contact the Court – in writing – in the event that the applicant no longer is an employee.

Sam Whitehead (Signature of Supervisor or Authorized Officer)

Sam Whitehead (Job Title)

310-261-3674 (Telephone Number)

sampwhitehead@yahoo.com E-mail Address

**Signature of Applicant**

Todd Phelps

Date Applicant Signature July 8, 2013

Sworn to or affirmed before me this 8<sup>th</sup> day of July via online.

via online

Notary Public in and for the

State of California

County of Terry Baylor, Esq., SB# 95309

THE LAW OFFICES OF TERRY BAYLOR

2140 Desert Drive, Suite 123

Desert Village, California

(555) 555-1234

Objection to PROPOSED CLAIMS TO BE DISALLOWED AND EXPUNGED,

**UNITED STATES BANKRUPTCY COURT**

**SOUTHERN DISTRICT OF NEW YORK**

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In re	) CASE NO. 12-12020
	)
RESIDENTIAL CAPITAL, LLC, et al.	) <b>TODD PHELPS' OBJECTION TO</b>
Debtors	) <b>PROPOSED CLAIMS TO BE</b>
	) <b>DISALLOWED AND EXPUNGED,</b>
TODD PHELPS, Creditor	) RE: Fifth OMNIBUS OBJECTION
Claim No.: 6315	) to Claims, in re: RESIDENTIAL
Amount \$137,400.12	) CAPITAL, LLC, etal., Debtors
_____	)

TO THE ABOVE-ENTITLED COURT AND ALL INTERESTED PARTIES  
HEREIN, AND THEIR ATTORNEYS OF RECORD: **PLEASE TAKE NOTICE THAT** on  
July 15, 2013 at 11:00am., or as soon thereafter as the court may hear the matter in courtroom  
“501” of the above-referenced court, on **TODD PHELPS' DISAGREEMENT TO**  
**PROPOSED CLAIMS TO BE DISALLOWED AND EXPUNGED RE: Fifth OMNIBUS**  
**OBJECTION** to Claims, in re: RESIDENTIAL CAPITAL, LLC, etal., Debtors.

**PLEASE TAKE FURTHER NOTICE** of **TODD PHELPS'** objections to the  
Omnibus Objection herein writing, and conforming to the Federal Rules of Bankruptcy  
Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the  
Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court  
[Docket No. 141], and filed electronically by a registered user of the Bankruptcy Court's  
electronic case filing system.

These bankruptcy court letters and announcements are difficult for me to read, as I am forced to relive the horrid experience of losing over \$137,000 at the hands of EXECUTIVE TRUSTEE SERVICES, LLC in the summer of 2010. As such, let me attempt to explain why there would be any slow communication from me. I must ask you: put yourself in our shoes, and consider the loss of \$137,400 in cash -- and if you did, you would be slow to respond as well. Trust me, you would, because reliving the loss of \$137,400.12 would make anyone crazy.

Every legal letter with the heading Debtor: EXECUTIVE TRUSTEE SERVICES, LLC, takes my partner Paul and I back to that HORRIFIC courthouse steps in Riverside, CA where we gave a representative from EXECUTIVE TRUSTEE SERVICES, LLC the amount of \$137,000 in cash (cashier's checks) as we bought our first 'home' -- then less than 2 weeks later, in the offices of EXECUTIVE TRUSTEE SERVICES, LLC in Burbank, CA, we were laughed at, and ridiculed, and asked to leave.

Gentlemen, there are right and wrong ways to try to sell a home out of foreclosure. Needless to say, the predatory practices of some the "big money" sellers were, and are, atrocious, as well as the predatory practices of such companies like, and including, EXECUTIVE TRUSTEE SERVICES, LLC who assist the "big money" sellers and perpetuate BAD FAITH home property sales. EXECUTIVE TRUSTEE SERVICES, LLC facilitated the unethical and immoral selling of 2<sup>nd</sup> and 3<sup>rd</sup> mortgages to unsuspecting buyers in many, many courthouse steps auctions across western America, and beyond.

My partner Paul Whitehead and I lost \$137,000 participating in such an auction at the Riverside County courthouse steps eventually buying a home -- however we soon found out we bought a mortgage! What? We bought a mortgage? They sell mortgages? Who does that?

Well... yes, we bought that 2<sup>nd</sup> mortgage that horrible day from EXECUTIVE TRUSTEE SERVICES, LLC and Wachovia/now Wells Fargo. We paid \$137,400.12 in cashier's checks to the smiling EXECUTIVE TRUSTEE SERVICES, LLC representative and promptly drove to the beautiful house that had a pool and a fireplace in the bathroom.

Until. *Until* we were told by our realtor a few days later that something was HORRIBLY WRONG. Then he disappeared completely. And we were alone, scared, and didn't know what to do. We promptly visited the offices of EXECUTIVE TRUSTEE SERVICES, LLC and spoke with representative who, more or less, laughed at us while she obstinately refused to rescind the sale or turn over any documents related to it (they said we would need to subpoena EXECUTIVE TRUSTEE SERVICES, LLC if we wanted any more information - classy, don't you think?).

This was not the first time EXECUTIVE TRUSTEE SERVICES, LLC found itself in this predicament. I am not a Lawyer, so I did not know what to do, but questions arose such as

1) Why was EXECUTIVE TRUSTEE SERVICES, LLC officiating and facilitating the sale of second and third mortgages at all, or selling them before clearing the other liens/loans from the title/property? No one would presumably want to buy a second mortgage if the first mortgage is still outstanding, right? So why put mortgages up for sale? There was probably something in the laws and mechanics of the foreclosure process that I did not understand... or at least Paul and I couldn't understand through the intense damages we faced both financially and psychologically. We honestly still haven't recovered from the devastating blow we suffered at the hands of EXECUTIVE TRUSTEE SERVICES, LLC.

2) We did not understand how a company like, and including, EXECUTIVE TRUSTEE SERVICES, LLC could sell a second mortgage before a first mortgage is settled, without an EXECUTIVE TRUSTEE SERVICES, LLC representative stating in plain English every time a similar situation arose at a particular auction, "This is a second mortgage

Objection to PROPOSED CLAIMS TO BE DISALLOWED AND EXPUNGED,

we're selling! There are other liens on this property"!Of course in any normal reasonable business venture, it is the responsibility of companies such as EXECUTIVE TRUSTEE SERVICES, LLC to warn buyers. Simply put, EXECUTIVE TRUSTEE SERVICES, LLC was selling mortgages.

Here is the information on the property: The property in question was 44218 Silver Canyon Lane, Palm Desert, CA 92260. The TS number with/at EXECUTIVE TRUSTEE SERVICES, LLC was WC217459C. And the loan number on the second loan that we bought was 0032423311. At that time, we did not file suit against a bank, nor against EXECUTIVE TRUSTEE SERVICES, LLC because *we were exhausted and mentally and physically drained!* After a few dealings with the bank, and a few more, abrasive, opposing, and complicated dealings with EXECUTIVE TRUSTEE SERVICES, LLC, I recovered on some of the money, however, it was nowhere near the amount my partner Paul and I collectively lost.

Therefore, I hope and ...WHEREFORE I pray ...to remain in a creditor in this action and the court accepts **TODD PHELPS'** OBJECTIONS TO PROPOSED CLAIMS TO BE DISALLOWED AND EXPUNGED. And WHEREFORE, **TODD PHELPS**, being of full age and mind, hereby certify that I am a Creditor, and I remain a Creditor in the in the bankruptcy action against EXECUTIVE TRUSTEE SERVICES, LLC, in re: RESIDENTIAL CAPITAL, LLC, et al., Debtors., and that all declarations are true to the best of my knowledge and belief, and I submit this OBJECTION TO THE EXPUNGEMENT in good faith and respect to the court, and that have not colluded with anyone in relation to it.

Dated: July 7, 2012

/s/ Todd Phelps  
Todd Phelps

B 10 (Official Form 10) (12/12)

UNITED STATES BANKRUPTCY COURT _____ District of _____		<b>PROOF OF CLAIM</b>
Name of Debtor:	Case Number:	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property):		
Name and address where notices should be sent:		<b>COURT USE ONLY</b>
Telephone number:	email:	<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ <i>(If known)</i>  <b>Filed on:</b> _____
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Telephone number:		email:
<b>1. Amount of Claim as of Date Case Filed:</b> \$ _____  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
<b>2. Basis for Claim:</b> _____ (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b>  ____ _ ____ _	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
<b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b>		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____
<b>Value of Property:</b> \$ _____		<b>Basis for perfection:</b> _____
<b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Amount of Secured Claim:</b> \$ _____  <b>Amount Unsecured:</b> \$ _____
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
<b>Amount entitled to priority:</b> \$ _____		
<i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



**7. Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "**redacted**".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

**8. Signature:** (See instruction #8)

Check the appropriate box.

- ☐ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address and telephone number (if different from notice address above): \_\_\_\_\_

(Signature)

(Date)

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.*

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

*The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.*

**Items to be completed in Proof of Claim form**

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS	INFORMATION
<p><b>Debtor</b> A debtor is the person, corporation, or other entity that has filed a bankruptcy case.</p>	
<p><b>Creditor</b> A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).</p>	
<p><b>Claim</b> A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.</p>	<p><b>Acknowledgment of Filing of Claim</b> To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (<a href="http://www.pacer.psc.uscourts.gov">www.pacer.psc.uscourts.gov</a>) for a small fee to view your filed proof of claim.</p>
<p><b>Proof of Claim</b> A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.</p>	<p><b>Offers to Purchase a Claim</b> Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 <i>et seq.</i>), and any applicable orders of the bankruptcy court.</p>
<p><b>Secured Claim Under 11 U.S.C. § 506 (a)</b> A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.</p>	<p><b>Unsecured Claim</b> An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.</p> <p><b>Claim Entitled to Priority Under 11 U.S.C. § 507 (a)</b> Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.</p> <p><b>Redacted</b> A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.</p> <p><b>Evidence of Perfection</b> Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.</p>